

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

<b>In re:</b>	) <b>Chapter 15 Case</b>
	)
<b>FAIRFIELD SENTRY LIMITED, et al.,</b>	) <b>Case No. 10-13164</b>
	) <b>(CGM)</b>
	)
<b>Debtors in Foreign Proceedings.</b>	) <b>Jointly Administered</b>
	)
<b>FAIRFIELD SENTRY LIMITED (IN LIQUIDATION), et</b>	)
<b>al.,</b>	)
	) <b>Adv. Pro. No. 10-03496</b>
<b>Plaintiffs,</b>	) <b>(CGM)</b>
	) <b>Administratively</b>
<b>– against –</b>	) <b>Consolidated</b>
	)
<b>THEODOOR GGC AMSTERDAM, et al.,</b>	)
	)
<b>Defendants.</b>	)
	)
<b>FAIRFIELD SENTRY LIMITED (IN LIQUIDATION), et</b>	)
<b>al.,</b>	)
	)
<b>Plaintiffs,</b>	)
	) <b>Adv. Pro. Nos. 10-03635</b>
<b>– against –</b>	) <b>Adv. Pro. Nos. 10-03636</b>
	) <b>(CGM)</b>
<b>ABN AMRO SCHWEIZ AG a/k/a ABN AMRO</b>	)
<b>(SWITZERLAND) AG, et al.,</b>	)
	)
<b>Defendants.</b>	)

### **STIPULATION**

Consolidated Plaintiffs<sup>1</sup> and Allianz Bank Financial Advisors S.p.A. (“Allianz Bank”) (together, “the parties”), by and through undersigned counsel, state as follows:

**WHEREAS**, on April 20, 2010, Consolidated Plaintiffs commenced two actions in New York State Supreme Court, New York County seeking to recover redemption payments from beneficiaries of accounts held in the name of Citco Global Custody (NA), including a defendant named in the complaints as “Allianzbank SPA/Unifortune Conservative Side Pocket”;

**WHEREAS**, Consolidated Plaintiffs named defendants in these actions based on the limited information available in fund records;

**WHEREAS**, on September 7, 2010, both actions were removed to the United States District Court for the Southern District of New York;

**WHEREAS**, on September 16, 2010, both actions were transferred to the United States Bankruptcy Court for the Southern District of New York, and on September 21, 2010, were assigned the following index numbers: 10-ap-3635 and 10-ap-3636 (together, “Actions”);

**WHEREAS**, on June 8, 2012, Kobre & Kim LLP entered an appearance on behalf of Allianz Bank in the Actions. Kobre & Kim LLP’s notice of appearance stated that Allianz Bank was “improperly sued as ‘Allianzbank SPA/Unifortune Conservative Side Pocket’ (a non-existent entity)”;

**WHEREAS**, on January 20, 2017, Jenner & Block LLP entered an appearance on behalf of Unifortune Conservative Side Pocket in the Actions. The notice of appearance stated that Unifortune Conservative Side Pocket is “not a juridical entity capable of being sued”;

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<sup>1</sup> “Consolidated Plaintiffs” are Kenneth Kryz and Greig Mitchell (or their predecessors) as Liquidators and Foreign Representatives of all three funds—Fairfield Sentry Limited (In Liquidation), Fairfield Sigma Limited (In Liquidation), and Fairfield Lambda Limited (In Liquidation).

**WHEREAS**, the parties have met and conferred and agreed to the terms set forth below;

**IT IS HEREBY STIPULATED AND AGREED THAT:**

1. Consolidated Plaintiffs hereby dismiss any and all claims in the Actions against Allianz Bank, and only those claims, with prejudice and without costs.

2. Consolidated Plaintiffs irrevocably and unconditionally release and forever discharge Allianz Bank of and from any and all causes of action, and from any and all allegations of liability or damages, of whatever kind, nature, or description, direct or indirect, in law, equity, or otherwise, known or unknown, that are, have been, could have been, or might in the future be asserted by or on behalf of the Consolidated Plaintiffs against Allianz Bank in the Actions and concerning any of the redemption payments referenced in the Actions.

3. This Stipulation does not affect or dismiss any claims made in the Actions against any defendants other than Allianz Bank, including but not limited to, Unifortune Conservative Side Pocket, Unifortune Conservative Fund, and/or Unifortune Asset Management SGR SpA.

4. Except as set forth above in Paragraphs 1 and 2, nothing in this Stipulation shall constitute, nor be deemed to constitute, a waiver of any rights or objections of the parties in connection with the Actions.

5. Each person who executes this Stipulation represents that he or she is duly authorized to execute this Stipulation on behalf of the respective parties hereto and that each such Party has full knowledge of, and has consented to, this Stipulation.

6. This Stipulation may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Delivery of a counterpart by telecopier, email or other electronic means shall be effective as delivery of a

manually executed counterpart, and it shall constitute sufficient proof of this Stipulation to present any copy, copies, or facsimiles signed by the parties hereto to be charged.

*[Remainder of Page is Left Blank Intentionally]*

Dated: New York, New York  
July 23, 2021

By: /s/ David Elsberg  
David Elsberg  
Lena Konanova

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– and –

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